

**CLEC Requested UNE Construction (CRUNEC) Amendment
to the Interconnection Agreement between
Qwest Corporation
and
Integra Telecom of North Dakota, Inc.
for the State of North Dakota**

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Integra Telecom of North Dakota, Inc. ("CLEC").

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the State of North Dakota, that was approved by the North Dakota Public Service Commission ("Commission") on January 28, 2000, as referenced in Case No. PU-1753-00-11 ("Agreement"); and

WHEREAS, the Parties wish to amend the Agreement under the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

The Agreement is hereby amended by adding the terms, conditions and rates for CLEC Requested UNE Construction (CRUNEC), as set forth in Attachment 1 and Exhibit A, attached hereto and incorporated herein.

Rates in Exhibit A shall be updated to reflect legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission.

Effective Date

This Amendment shall be deemed effective upon Commission approval; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met. Additionally, Qwest shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up back to the latest execution date of this Amendment by the end of the second billing cycle. The Parties agree that so long as Qwest implements the billing changes and the true-up as set forth above, the CLEC's bills shall be deemed accurate and adjusted without error.

Amendments; Waivers

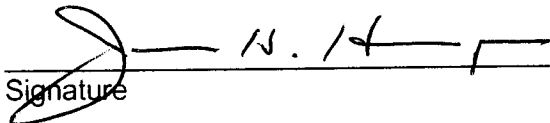
Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Entire Agreement

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Integra Telecom of North Dakota, Inc.

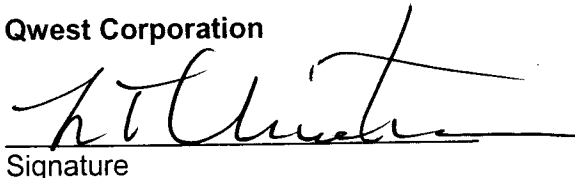

Signature

JAMES H. HUESGEN
Name Printed/Typed

President & COO
Title

12/21/05
Date

Qwest Corporation


Signature

L. T. Christensen
Name Printed/Typed

Director – Interconnection Agreements
Title

1/3/06
Date

ATTACHMENT 1

CLEC Requested UNE Construction (CRUNEC)

9.19 Construction Charges

Qwest will assess whether to build for CLEC in the same manner that it assesses whether to build for itself. Qwest will conduct an individual financial assessment of any request that requires construction of network capacity, facilities, or space for access to or use of UNEs. When Qwest constructs to fulfill CLEC's request for UNEs, Qwest will bid this construction on a case-by-case basis. Qwest will charge for the construction through nonrecurring charges and a term agreement for the remaining recurring charge, as described in the Construction Charges Section. When CLEC orders the same or substantially similar service available to Qwest End User Customers, nothing in this Section shall be interpreted to authorize Qwest to charge CLEC for special construction where such charges are not provided for in a Tariff or where such charges would not be applied to a Qwest End User Customer.

9.19.1 Qwest reserves the right to determine if Qwest will undertake requested construction. Some circumstances under which Qwest will reject a construction request include, but are not limited to, if it is determined that the requested element will jeopardize the reliability of Qwest's existing network, endanger Qwest's employees or consumers, is not consistent with the National Electrical Code (NEC), or does not meet Network Equipment Building Standards (NEBS) requirements. If Qwest agrees to construct a network element, the following will apply.

9.19.2 CLEC may request that Qwest construct new facilities for use in providing services offered as Unbundled Network Elements (UNEs) using the CLEC-Requested Unbundled Network Elements Construction (CRUNEC) method. CRUNEC is not required for requests that can be resolved through facility work or assignments. CRUNEC is not available for requests for facilities that are not offered as UNEs. Qwest's CRUNEC applies to the following Wholesale products and services:

- Enhanced Extended Loop (EEL)
- Unbundled Subloop
- Unbundled Dark Fiber (UDF)
- Unbundled Dedicated Interoffice Transport (UDIT)
- Unbundled Local Loop

9.19.2.1 To make a request for construction of facilities, CLEC must submit a CRUNEC request by contacting the Qwest service manager.

9.19.3 Rates for CRUNEC

9.19.3.1 A Records Quote Preparation Fee (RQPF) applies, and is a nonrecurring charge assessed prior to preparation of a Records Quotation, which is a high level overview and estimate of the cost of construction. This construction estimate is based on records only and is not binding on Qwest. Credit in the amount of the RQPF will be applied to the Construction Quote Preparation Fee that is described below.

9.19.3.2 The Construction Quote Preparation Fee (CQPF) is a nonrecurring charge assessed prior to preparation of the CRUNEC quotation. The CRUNEC quotation provides the amount CLEC will pay should it agree to

pursue construction. Credit in the amount of the CQPF will be applied to the cost of construction if CLEC accepts the quoted CRUNEC price and agrees to pursue construction.

9.19.3.2.1 CLEC may choose to first receive a Records Quotation, or may choose to forego the Records Quotation and pay the CQPF for the CRUNEC quotation, at any time after receiving notification that facilities are not available to complete a service request.

9.19.3.3 Qwest will retain the CQPF if CLEC chooses not to proceed with the construction. At any point after remitting payment for construction, if CLEC decides to begin but then to discontinue construction, Qwest will refund the Construction payment, excluding expenditures already incurred by Qwest for work completed (including work Engineered, Furnished and/or Installed (EF&I)). Qwest will provide a brief description of work completed.

9.19.3.3.1 EF&I is defined as:

- Engineering labor to analyze the needs for the requested UNE and design and issue the required work orders
- Furnished material cost
- Installation labor costs to complete the work order

9.19.3.4 The amount of the CRUNEC quotation is determined using the same financial analysis criteria, and costs to recover for EF&I, that Qwest uses to assess whether to build the equivalent facilities for itself.

9.19.3.5 Rates are included in Exhibit A to this Amendment.

**Exhibit A
North Dakota***

| Amendment | | | | | | Notes | | |
|--|--|--|-----------|------------------------|-------------------|-------|-----------------|------|
| | | | Recurring | Recurring, Per Mile | Non- Recurring | REC | REC per Mile | NRC |
| 9.0 Unbundled Network Elements (UNEs) | | | | | | | | |
| 9.19 Construction Charges | | | | | | | | |
| 9.19.1 | CLEC Requested UNE Construction (CRUNEC) | | | | | | | |
| 9.19.1.1 | Unbundled Dark Fiber Quote Preparation Fee | | | | \$1,706.60 | | | 1 |
| 9.19.1.2 | Subloop Quote Preparation Fee | | | | \$1,706.60 | | | 1 |
| 9.19.1.3 | Unbundled Loop Quote Preparation Fee | | | | \$1,706.60 | | | 1 |
| 9.19.1.4 | Loop Mux Combo Quote Preparation Fee | | | | \$1,706.60 | | | 1 |
| 9.19.1.5 | EEL Quote Preparation Fee | | | | \$1,706.60 | | | 1 |
| 9.19.1.6 | UDIT Quote Preparation Fee | | | | \$1,706.60 | | | 1 |
| 9.19.2 | Construction of Network Capacity, Facilities or Space for Access to or use of UNEs | | ICB | | ICB | C, 3 | | C, 3 |

NOTES:

Unless otherwise indicated, all rates are pursuant to North Dakota Public Service Commission dockets:

C: Cost Docket Case No. PU-2342-01-296

[1] Rate not addressed in cost docket (estimated TELRIC)

[3] ICB, Individual Case Basis pricing.

North Dakota

Deaveraged rates approved per Stipulated Agreement in Docket PU-314-97-12.

Below is a breakdown of wire center per zone:

| Zone 1 | | Zone 2 | | Zone 3 |
|-------------|--|-------------|--|-----------|
| Bismarck | | Casselton | | Alexander |
| Dickinson | | Grafton | | Belfield |
| Fargo | | Larimore | | Emerado |
| Grand Forks | | Lisbon | | Fairmount |
| Jamestown | | Mayville | | Gardner |
| Mandan | | Valley City | | Gwinner |
| Wahpeton | | | | Hatton |
| West Fargo | | | | Hillsboro |
| Williston | | | | Kindred |
| | | | | Leonard |
| | | | | Manvel |
| | | | | Minto |
| | | | | Northwood |
| | | | | Pembina |
| | | | | Reynolds |
| | | | | Thompson |
| | | | | Watford |
| | | | | Wyndmere |